

## EXHIBIT 2

TOGUT, SEGAL & SEGAL LLP  
Bankruptcy Co-Counsel for Delphi Corporation, et al.,  
Debtors and Debtors in Possession  
One Penn Plaza, Suite 3335  
New York, New York 10119  
(212) 594-5000  
Albert Togut (AT-9759)  
Neil Berger (NB-3599)

Delphi Legal Information Hotline:  
Toll Free: (800) 718-5305  
International: (248) 813-2698

Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x  
:  
In re: :  
: Chapter 11  
DELPHI CORPORATION, et al., : Case No. 05-44481 [RDD]  
: Jointly Administered  
Debtors. :  
:  
-----x

**STIPULATION AND ORDER TO PERMIT  
DELPHI AUTOMOTIVE SYSTEMS, L.L.C. AND  
OFFSHORE INTERNATIONAL, INC. TO SETOFF  
MUTUAL PREPETITION OBLIGATIONS UNDER  
SECTION 553 OF THE BANKRUPTCY CODE AND TO  
RESOLVE MOTION FOR RELIEF FROM AUTOMATIC STAY**

WHEREAS, on October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"); and

**WHEREAS**, the Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code; and

**WHEREAS**, this Court entered orders directing the joint administration of the Debtors' chapter 11 cases; and

**WHEREAS**, no trustee or examiner has been appointed in the Debtors' cases; and

**WHEREAS**, on October 17, 2005, the Office of the United States Trustee (the "U.S. Trustee") appointed an official committee of unsecured creditors; and

**WHEREAS**, on April 28, 2006, the U.S. Trustee appointed an official committee of equity holders; and

**WHEREAS**, this Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409, and this matter is a core proceeding under 28 U.S.C. § 157(b)(2); and

**WHEREAS**, on October 28, 2005, the Court entered a final order authorizing the Debtors to, among other things, obtain postpetition financing, utilize cash collateral, and grant adequate protection to prepetition secured parties (the "Final DIP Order"); and

**WHEREAS**, paragraph 18 of the Final DIP Order establishes, among other things, procedures for creditors to assert setoff and/or recoupment rights; and

**WHEREAS**, on March 14, 2006, Offshore International, Inc. (the "Claimant") filed a motion (the "Demand") [Docket No. 2811] for relief from the

automatic stay for authority to exercise a setoff of certain claims and debts between Delphi Automotive Systems, L.L.C. ("Delphi Automotive") and Claimant; and

**WHEREAS**, in the Demand, Claimant alleges that it owes Delphi Automotive the amount of \$252,448.87 for prepetition value added tax refunds (the "VAT Refunds") and a prepetition overpayment (together with the VAT Refunds, the "Payable"); and

**WHEREAS**, Delphi Automotive and Claimant (together, the "Parties") agree that the actual amount of the Payable is \$254,316.63 (the "Adjusted Payable");

**WHEREAS**, in the Demand, Claimant alleges that Delphi Automotive owes Claimant the amount of \$234,775.90 for prepetition services and/or goods (the "Receivable"); and

**WHEREAS**, the Court considered the Demand and the Debtors' objection thereto at a hearing on April 7, 2006 (the "April 7 Hearing"); and

**WHEREAS**, after arm's length negotiations, the Parties have agreed to settle and resolve the Demand upon the terms set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing, the Parties hereto hereby agree and stipulate as follows:

1. This Stipulation and Order shall become effective on the Effective Date, as defined below. This Stipulation and Order constitutes an agreement between the parties hereto immediately upon the date of its execution ("Execution Date"). Consequently, during the period between the Execution Date and the Effective Date, the

Parties agree that this Stipulation and Order shall constitute a binding agreement and that they shall do nothing contrary to its terms.

2. The "Effective Date" of this Stipulation and Order shall be the date on which the Bankruptcy Court approves this Stipulation and Order and such Order becomes final and not subject to further appeal; provided, however, that if the Court shall enter an Order declining to approve this Stipulation and Order, then this Stipulation and Order shall become null and void at that time.

3. Exhibit "1" sets forth a full and complete schedule of the invoices (the "Invoices") and amounts of the Receivable and Payable, respectively, that are the subject of the Demand.

4. On the Effective Date, Claimant shall be authorized to set off \$149,883.33 owed by Claimant to Delphi Automotive, consisting of the \$71,955.14 VAT Refund for June 2005, the \$52,484.62 VAT Refund for July 2005 and a \$25,443.57 pre-petition overpayment, against the amount of the Adjusted Payable pursuant to section 553 of the Bankruptcy Code (the "Setoff") and paragraph 18 of the Final DIP Order.

5. Claimant shall return to Delphi Automotive \$104,433.30, representing the Adjusted Payable of \$254,316.63 less the Setoff of \$149,883.33.

6. Claimant shall return this sum to Delphi Automotive by providing credits in each future invoice issued by Claimant to Delphi Automotive after the Effective Date, until such time as the credits are exhausted.

7. As the exercise of the Setoff results in a balance due by Delphi Automotive, Claimant may file in these Chapter 11 cases a general unsecured proof of

claim for such amount (the "Claim"), which Claim shall be filed by 30 days after the Effective Date. Nothing contained herein constitutes any waiver of any right of the Debtors or any other party-in-interest to examine and/or object to the Claim.

8. Except for the Setoff and the settlement memorialized by this Stipulation and Order, the Debtors and Claimant retain all of their other rights, claims, and defenses.

9. This Stipulation and Order may not be modified, amended, or terminated, nor any of its provisions waived, except by an agreement in writing signed by all of the Parties.

10. The agreements, terms, provisions, and conditions contained in this Stipulation and Order shall be binding upon, and inure to the benefit of, the Parties and their respective legal representatives, predecessors, successors, and assigns, including any trustee appointed in these chapter 11 cases.

11. It is expressly understood and agreed that the terms hereof, including the recital paragraphs, are contractual; that the agreement herein contained and the consideration transferred hereunder is to compromise the Demand and to avoid litigation; and that no statement made herein, payment, release, or other consideration given shall be construed as an admission by the Parties of any kind or nature whatsoever.

12. This Stipulation and Order constitutes the entire agreement between the Parties with respect to the resolution of the Setoff and supersedes all other

prior agreements and understandings, both written and oral, between the Parties with respect to the Setoff.

13. The signatories below represent that they are authorized to enter into this Stipulation and Order.

14. This Stipulation and Order may be executed in counterparts, any of which may be transmitted by facsimile, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[concluded on following page]

15. The Court shall retain original and exclusive jurisdiction over the Parties to interpret and enforce the terms of this Stipulation and Order and to resolve any disputes in connection herewith.

Dated: New York, New York  
September 11, 2006

DELPHI CORPORATION, et al.,  
Debtors and Debtors-in-Possession,  
By their Bankruptcy Conflicts Counsel,  
TOGUT, SEGAL & SEGAL LLP,  
By: /s/ Neil Berger  
NEIL BERGER (NB-3599)  
A Member of the Firm  
One Penn Plaza, Suite 3335  
New York, New York 10119  
(212) 594-5000

Dated: Tucson, Arizona  
September 11, 2006

OFFSHORE INTERNATIONAL, INC.,  
By its Attorney,  
QUARLES & BRADY STREICH LANG LLP  
By: /s/ Kasey C. Nye  
KASEY C. NYE (*pro hac vice*)  
One South Church Avenue, Suite 1700  
Tucson, AZ  
(520) 770-8700

**SO ORDERED**

This 12th day of September, 2006  
in New York, New York

/s/ Robert D. Drain  
HONORABLE ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE

## **Exhibit "1"**

Offshore Pre-Petition Setoff Request Summary

Offshore Perspective	Total	Agreed Upon Setoff Amount
Delphi A/R	\$149,883	\$149,883
Delphi A/P	\$234,776 [1]	\$298,606 [1]
Total Setoff Amount	<b>\$149,883</b>	<b>\$149,883</b>

[1] Includes add back of \$25,443.57 included

Delphi Perspective	Total	Agreed Upon Setoff Amount
Delphi A/R	\$149,883	\$149,883
Delphi A/P	\$234,776 [1]	\$298,606 [1]
Total Setoff Amount	<b>\$149,883</b>	<b>\$149,883</b>

**Delphi Refunds Due from Offshore**

	<u>Amount</u>
Duplicate Invoice Payment [1]	25,443.57
Plant 4	6,861.96
Plant 8	14,888.23
Admin	<u>50,204.95</u>
June 2005 VAT Refund	71,955.14
Plant 4	8,228.21
Plant 8	6,447.44
Admin	<u>37,808.97</u>
July 2005 VAT Refund	52,484.62
<b>Total Due to Delphi</b>	<b><u>149,883.33</u></b>

[1] Included in \$371,773.34 A/P payment amount.

VENDOR NUMBER		INVOICE NUMBER	AMOUNT	REFERENCE #
OFFSHORE INTERNATIONAL INC EFT	RD196252084	FW025D418600050928	221,686.73	28-Sep-05 PH-15QLEST
OFFSHORE INTERNATIONAL INC EFT	RD196252084	FW025D4115200508928	2,576.09	28-Sep-05 DH-149D
OFFSHORE INTERNATIONAL INC EFT	RD196252084	FV025D4105100050828	24,171.31	28-Sep-05 DH-149L
OFFSHORE INTERNATIONAL INC EFT	RD196252084	FV025D418600050905	400,000.00	5-Oct-05 PH-15QLEST
OFFSHORE INTERNATIONAL INC EFT	RD196252084	EW04ADM03717734	(371,773.34) [1]	1-Oct-05 ADM03717733
OFFSHORE INTERNATIONAL INC EFT	RD196252084	FV04ADM0510	(93,033.75)	5-Oct-05 ADM0419890005010
OFFSHORE INTERNATIONAL INC EFT	RD196252084	FV025D418600050905	14,511.86	5-Oct-05 DH-150L
OFFSHORE INTERNATIONAL INC EFT	RD196252084	FV025D4186700051005	150,891.20	5-Oct-05 DH-150D
OFFSHORE INTERNATIONAL INC EFT	RD196252084	FV04ADM0PH150D	(82,774.15)	1-Oct-05 DH-150D
OFFSHORE INTERNATIONAL INC EFT	RD196252084	FV025D417600051007	6,780.31	7-Oct-05 C-DPH-008D
			273,162.26	

[1] The \$311,773.24 payment included a lump sum payment of \$25,000.

**EXHIBIT "B"**

<b>Date</b>	<b>Invoice</b>	<b>Amount</b>	<b>Comments</b>
10/05/2005	DPH-150L	\$236,178.59 -15,064.79 <u>-39,363.52</u> \$181,750.28	Labor/Shelter Fee Payment received 10/05/05 Payment received 10/19/05 Balance Due
10/12/2005	DPH-151D	(\$25,443.57)	Credit Balance - Paid Transportation twice
11/02/2005	SPEC-DPH-008D	\$6,780.31	Customs Broker pre-petition

INVOICE DPH-150L /01/28/08	
<b>Labor</b>	
Normal Hours	\$ 171,424.53
Overtime	\$ 9,542.02
Other Payroll	\$ 11,585.72
Administrative Payroll	\$ 98.69
<b>Total</b>	<b>\$ 192,650.96</b>
 <b>Shelter</b>	 <b>\$ 43,527.63</b>
 Actual Invoice Amount for DPH-150L	 \$ 236,178.59
Estimated Invoice DPH-150L EST	\$ (221,666.73)
<b>TOTAL DUE ON DPH-150L</b>	<b>\$ 14,511.86</b>
Payment Received	\$ (15,064.79)
Payment Received	\$ (39,363.52)
<b>Estimated Invoice DPH-150L EST - NOT PAID</b>	<b>\$ 221,666.73</b>
<b>TOTAL DUE</b>	<b>\$ 181,750.28</b>

OFG 00009

Client #: 0450160 Pg 15 of 25

Human  
ResourcesPayroll  
and BenefitsLogistics:  
Customs  
and FreightAccounting  
and Taxes

Procurement

Manufacturing  
FacilitiesFacilities  
and Park  
ManagementEnvironmental  
ServicesDate Posted: 10-6-05  
Batch #: 365953

## THE OFFSHORE GROUP



INVOICE

Invoice: DPH-150L

Date: October 5, 2005

Page 1

To:

DELPHI AUTOMOTIVE SYSTEMS, L. L. C.  
48 WALTER JONES BOULEVARD  
EL PASO, TEXAS 79906  
Attn: JULIO LOPEZ

Purchase Order Number: PEDP 2280191

Offshore International, Inc.  
8350 East Old Vall Road  
Tucson, Arizona 85747-9197  
(520) 889-0022  
(520) 573-9316 Fax.  
Mary Ellen Rodriguez  
Remit Via Wire: JPMorgan Chase Bank, N.A.  
Routing Number: 021000021  
Account Number: 2034-2403

## \*\*\* TERMS: PER ARTICLE VI SHELTER AGREEMENT \*\*\*

Payroll Week # 39

September 24 - September 30, 2005

## PLANTA 4

TOTAL NORMAL HOURS	130,407.07
TOTAL OVERTIME	7,679.97
TOTAL PERFECT ATTENDANCE	5,799.89
TOTAL SUNDAY BONUS	36.23
TOTAL 60% P/R	2,154.76

146,077.92

*Payroll pd 10/7*

## PLANTA 8

TOTAL NORMAL HOURS	41,017.46
TOTAL OVERTIME	1,862.05
TOTAL PERFECT ATTENDANCE	1,749.39
TOTAL 60% P/R	1,845.45

46,474.35

\$ 192,552.27

## PLANTA 4

Administrative Payroll  
TOTAL NORMAL HOURS

98.69

\$ 98.69

■ Total Payroll

\$ 192,650.96

## Shelter Program Services

Based on 1803 employees (Pg A)

PLANTA 4	33,657.82
PLANTA 8	9,869.81

■ Total Shelter Program Services

\$ 43,527.63

OFG 00010

OFFSHORE'S SHELTER PROGRAM SERVICES

You concentrate on production—we take care of everything else.

THE OFFSHORE GROUP



Human Resources

Invoice: DPH-150L

INVOICE

Payroll and Benefits

Date: October 5, 2005

Page 2

TOTAL INVOICE AMOUNT

\$ 236,178.59	Actual
(\$221666.73)	Estimated
<hr/>	
\$ 14,511.86	Balance due

*Payroll*

Logistics:  
Customs  
and Freight

Exchange rate used : 10.8010

Accounting  
and Taxes

Procurement

Manufacturing  
Facilities

Facilities  
and Park  
Management

Environmental  
Services

Government  
and Community  
Affairs

OGF 00011

OFFSHORE'S SHELTER PROGRAM SERVICES

You concentrate on production—we take care of everything else.

Date: Friday, October 14, 2005  
Time: 11:22AM  
User: EVA

**Offshore International Inc.**  
**Payment Applications - Detail**  
Period: 09-05 Through 10-05 As of: 10/14/2005

05-44481-rdd Doc 12411-3 Filed 01/31/08 Entered 01/31/08 11:28:05 Exhibit 2  
Pg 17 of 25

Page: 1 of 3  
Report: 08820.RPT  
Company: OFFSHORE

Ref Nbr	Doc Type	Cust ID	Description: Customer Name	Doc Date	Entry Batch	Period to Post	Original Doc Amt	Amount Applied	Document Balance	Discount Given
<b>Company: OFFSHORE</b>										
DPH148D!	CM	0430100	Payroll # 37	9/21/2005	305922	09-05	121,123.01	121,123.01	0.00	0.00
			Delphi Automotive Systems LLC							
Adjusted Document: Doc Ref Nbr Type	Doc Date		Apply Batch	Due Date	Discount Date		Original Doc Amt	Amount Applied	Discount Period Allowed Closed	
DPH-149D IN	9/28/2005	305970	net 10	10/8/2005	9/28/2005		62,294.49	59,718.40	0.00	
DPH-148D IN	9/21/2005	305970	net 10	10/1/2005	9/21/2005		61,404.61	61,404.61	0.00	10-05
ACH0991	PA	0430100	Delphi Automotive Systems LLC	9/9/2005	305909	09-05	45,004.51	45,004.51	0.00	0.00
Adjusted Document: Doc Ref Nbr Type	Doc Date		Apply Batch	Due Date	Discount Date		Original Doc Amt	Amount Applied	Discount Period Allowed Closed	
DPH-146L IN	9/7/2005	305909	net 10	9/17/2005	9/7/2005		100,356.54	45,004.51	0.00	09-05
ACH1272	PA	0430100	Delphi Automotive Systems LLC	9/6/2005	305896	09-05	49,065.46	49,065.46	0.00	0.00
Adjusted Document: Doc Ref Nbr Type	Doc Date		Apply Batch	Due Date	Discount Date		Original Doc Amt	Amount Applied	Discount Period Allowed Closed	
DPH-144D IN	8/24/2005	305896	net 10	9/3/2005	8/24/2005		53,777.74	49,065.35	0.00	09-05
DPH-146L IN	9/7/2005	305907	net 10	9/17/2005	9/7/2005		100,356.54	0.11	0.00	09-05
ACH152	PA	0430100	Delphi Automotive Systems LLC	9/28/2005	305940	09-05	156,957.65	49,065.46	0.00	0.00
Adjusted Document: Doc Ref Nbr Type	Doc Date		Apply Batch	Due Date	Discount Date		Original Doc Amt	Amount Applied	Discount Period Allowed Closed	
DPH-149L IN	9/28/2005	305948	net 10	10/8/2005	9/28/2005		304,973.31	156,957.65	0.00	09-05
ACH190	PA	0430100	Delphi Automotive Systems LLC	9/30/2005	305949	09-05	143,973.63	143,973.63	0.00	0.00
Adjusted Document: Doc Ref Nbr Type	Doc Date		Apply Batch	Due Date	Discount Date		Original Doc Amt	Amount Applied	Discount Period Allowed Closed	
DPH-150L IN	10/5/2005	305970	net 10	10/15/2005	10/5/2005		236,178.59	15,064.79	0.00	
DPH-147D IN	9/14/2005	305952	net 10	9/24/2005	9/14/2005		128,908.84	128,908.84	0.00	09-05
ACH2890	PA	0430100	Delphi Automotive Systems LLC	9/22/2005	305929	09-05	162,794.32	143,973.63	0.00	0.00
Adjusted Document: Doc Ref Nbr Type	Doc Date		Apply Batch	Due Date	Discount Date		Original Doc Amt	Amount Applied	Discount Period Allowed Closed	
DPH-146D IN	9/7/2005	305929	net 10	9/17/2005	9/7/2005		162,794.32	162,794.32	0.00	0.00
						Total				Total
										162,794.32

OGF 00012

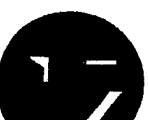
INVOICE DPH-150D 10/25/05	
Facility Fee	\$ -
Sports Complex Fee	\$ -
Custom Broker Charges	\$ 7,931.93
Electricity	\$ 59,316.91
Water Charges	\$ -
Miscellaneous	\$ 21,891.37
Transportation	\$ 25,443.57
Miscellaneous Credit	\$ (1,622.35)
<b>Actual Invoice Amount for DPH-150D</b>	<b>\$ 112,961.43</b>
Received Payment on 10/19/05	\$ (25,443.57)
Received Payment on 10/25/05	\$ (112,961.43)
<b>CREDIT BALANCE</b>	<b>\$ (25,443.57)</b>

Client #: 043-0120Date Posted: 10-13-05 THE OFFSHORE GROUP

Human Resources



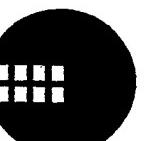
Payroll and Benefits

Logistics:  
Customs  
and FreightAccounting  
and Taxes

Procurement



Manufacturing Facilities



Facilities and Park Management



Environmental Services



Government and Community Affairs



Invoice: DPH-151D

INVOICE

Date: October 12, 2005

Page 1

To:

DELPHI AUTOMOTIVE SYSTEMS, L.L.C.  
 48 WALTER JONES BOULEVARD  
 EL PASO, TEXAS 79906  
 Attn: JULIO LOPEZ

Purchase Order Number: PEDP 2280190-007

Offshore International, Inc.  
 8350 East Old Vail Road  
 Tucson, Arizona 85747-9197  
 (520) 889-0022  
 (520) 573-9316 Fax.  
 Mary Ellen Rodriguez  
 Remit Via Wire: JPMorgan Chase Bank, N.A.  
 Routing Number: 021000021  
 Account Number: 2034-2403

## \*\*\*TERMS: PER ARTICLE VI SHELTER AGREEMENT\*\*\*

Facility Fee	Amount	IVA Charge	Total
20, 21, 22	0.00	0.00	0.00
4, 7	0.00	0.00	0.00
Park Fee	0.00	0.00	0.00
<b>■ Total Facility Fee</b>		\$ 0.00	

## Custom Broker Charges

Exports (US-MEX)	7,266.53
Imports (MEX-US)	665.40
Mexican Duties	0.00
<b>■ Total Custom Broker Charges</b>	
	\$ 7,931.93

## Freight Charges

ILS Shipments	0.00
Other Freight.	0.00
<b>■ Total Freight Charges</b>	
	\$ 0.00

## US Expenses

Dynalabs	0.00
IFS Group, Inc.	0.00
Holiday Inn Fairlane	0.00
G&F Produce Service	0.00
<b>■ Total US Expenses</b>	
	\$ 0.00

OFFSHORE'S SHELTER PROGRAM SERVICES

You concentrate on production—we take care of everything else.

THE OFFSHORE GROUP



Human Resources

Invoice: DPH-151D

INVOICE

Payroll and Benefits

Date: October 12, 2005

Page 2

Logistics:  
Customs  
and Freight

Debit Note Charges - Mexico Purchases

PLANTA 4

Transportation	652.77
Electricity Charges	32,970.28
Phone Charges	0.00
Water charges	0.00
Indemnification Charges	0.00
Miscellaneous debit charges	2,987.38
IVA Credit	0.00
IVA Rent Credit	0.00
Misc. Credit charges	0.00

Total Debits PLANTA 4

\$ 36,610.43

Accounting  
and Taxes

PLANTA 8

Transportation	391.10
Electricity Charges	26,346.63
Phone Charges	0.00
Water charges	0.00
Indemnification Charges	0.00
Miscellaneous debit charges	1,777.40
IVA Credit	0.00
IVA Rent Credit	0.00
Misc. Credit charges	0.00

Total Debits PLANTA 8

\$ 28,515.13

Procurement

DELPHI DIV

Transportation	24,399.70
Electricity Charges	0.00
Phone Charges	0.00
Water charges	0.00
Indemnification Charges	0.00
Miscellaneous debit charges	17,126.59
IVA Credit	0.00
IVA Rent Credit	0.00
Misc. Credit charges	-1,622.35

Total Debits DELPHI DIV

\$ 39,903.94

Manufacturing Facilities

■ Total Debit Note Charges

\$ 105,029.50

Facilities and Park Management



OFG 00015

Environmental Services



OFFSHORE'S SHELTER PROGRAM SERVICES

You concentrate on production—we take care of everything else.

Government and Community Affairs



THE OFFSHORE GROUP



Human  
Resources

Invoice: DPH-151D

INVOICE

Payroll  
and Benefits

Date: October 12, 2005

Page 3

Logistics:  
Customs  
and Freight

TOTAL INVOICE AMOUNT

\$ 112,961.43

Exchange rate used : 10.7500

Accounting  
and Taxes

Procurement

Manufacturing  
Facilities

Facilities  
and Park  
Management

Environmental  
Services

Government  
and Community  
Affairs

OFG 00016

OFFSHORE'S SHELTER PROGRAM SERVICES

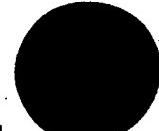
You concentrate on production—we take care of everything else.

306037

# THE OFFSHORE GROUP



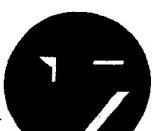
Human Resources



Payroll and Benefits



Logistics:  
Customs  
and Freight



Accounting  
and Taxes



Procurement



Manufacturing Facilities



Facilities and Park Management



Environmental Services



Government and Community Affairs



Invoice: SPEC-DPH-008D  
November 02, 2005

To:  
Delphi-P Empalme  
48 Walter Jones Boulevard  
El Paso, Texas 79906  
Attn: Julio López

Purchase Order Number: PEDP 2280190-007

Please Remit To:  
Offshore International, Inc.  
8350 East Old Vail Road  
Tucson, Arizona 85747-9197  
Attention: Mary Ellen Rodriguez

\*\*\* TERMS: PER ARTICLE VI SHELTER AGREEMENT \*\*\*

Payroll # 43

October 22 - October 28, 2005

Charges Plant # 04

Mexico Debit Note Charges Plant # 04

Electricity Charges	0.00
Water Charges	0.00
Telephone Charges	0.00
Transportation Charges	0.00
Miscellaneous Debit Charges	0.00
Miscellaneous Credits	0.00
IVA Credit	0.00
Total Mexico Debit Note Charges	\$0.00

CONFIDENTIAL

Facilities Fee

Empalme, Mexico (Building 20, 21, & 22) 0.00

IVA 15% 0.00

Total Facilities Fee Plant #04

TOTAL CHARGES SITE 04

Charges Plant # 02

Mexico Debit Note Charges Plant # 02

Electricity Charges	0.00
Telephone Charges	0.00
Transportation Charges	0.00
Indemnification/Other Payroll Charges	0.00
Miscellaneous Debit Charges	0.00
IVA Credit	0.00
Total Mexico Debit Note Charges	0.00

TOTAL CHARGES SITE 02

Charges Plant # 08

Mexico Debit Note Charges Plant # 08

Electricity Charges	0.00
Water Charges	0.00
Telephone Charges	0.00
Transportation Charges	0.00
Indemnification/Other Payroll Charges	0.00
Miscellaneous Debit Charges	0.00
IVA Credit	0.00
Miscellaneous Credits	0.00
Total Mexico Debit Note Charges	\$0.00

Facilities Fee

Empalme, Mexico (Building 4 & 7) 0.00

IVA 15% 0.00

Total Facilities Fee Plant #08

TOTAL CHARGES SITE 08

OFG 00017

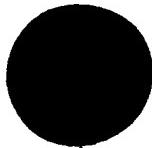
OFFSHORE'S SHELTER PROGRAM SERVICES

You concentrate on production—we take care of everything else.

# THE OFFSHORE GROUP



Human Resources



Payroll and Benefits



Logistics:  
Customs and Freight



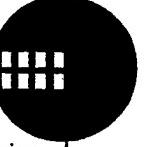
Accounting and Taxes



Procurement



Manufacturing Facilities



Facilities and Park Management



Environmental Services



Government and Community Affairs



## Charges Plant # 10

### Mexico Debit Note Charges Plant # 10

Electricity Charges	0.00
Telephone Charges	0.00
Transportation Charges	0.00
Indemnification/Other Payroll Charges	0.00
Other Expense Charges	0.00
Credit Charges	0.00
IVA Credit	0.00
Total Mexico Debit Note Charges	\$0.00

## TOTAL CHARGES PLANT # 10

## Charges Administrative AWS

### Broker Charges

Exports (DEL-43-05)	5,937.15
---------------------	----------

### Imports (DEL-43-05)

843.16

### Mexican Duties

Total Broker Charges	0.00
	6,780.31

### Industrial Park Fee

#### Empalme, Mexico

Total Industrial Park Fee	0.00
	\$0.00

### Freight Charges

#### ILS Shipments

Total Freight Charges	0.00
	\$0.00

### U. S. Expenses

#### Dynalabs

0.00

#### IFS Group, Inc.

0.00

#### G&F Produce Service

0.00

#### Total U. S. Expenses

0.00

## Mexico Debit Note Charges AWS

### Electricity Charges

0.00

### Telephone Charges

0.00

### Transportation Charges

0.00

### Indemnification/Other Payroll Charges

0.00

### Miscellaneous Debit Charges

0.00

### Miscellaneous Credits

0.00

### IVA Credit

0.00

### IVA Rent Credit

0.00

#### Total Mexico Debit Notes Charges

0.00

## TOTAL CHARGES ADMINISTRATIVE AWS

## TOTAL INVOICE AMOUNT

\$6,780.31

Total Mexico Charges INVOICE SPEC-DELP-008D

OFG 00018

OFFSHORE'S SHELTER PROGRAM SERVICES

You concentrate on production—we take care of everything else.

DEL-43-05

C & E AGENTES ADUANALES S.A, DE C.V.  
MAQUILAS TETAKAWI, S.A DE C.V (DELPHI)

IMPORTACIONES

PEDIMENTO	U.S.A. INVOICE	DATE	TRAILER	TOTAL PESOS	TOTAL DOLLARS
				\$ -	\$ -

SUB-TOTAL \$ - \$ -

EXPORTACIONES

3707-5001971	36048	CONSOLIDADO	9/5/2005	\$ 4,176.00	10.7234	\$ 389.43
3707-5002080	37149	CONSOLIDADO	9/27/2005	\$ 4,924.00	10.8475	\$ 453.93

SUB-TOTAL \$ 9,100.00 \$ 843.36

TOTAL \$ 9,100.00 \$ 843.36

OFG 00019

DEL-43-05

C & E AGENTES ADUANALES S.A, DE C.V.  
MAQUILAS TETAKAWI, S.A DE C.V (DELPHI)

IMPORTACIONES

PEDIMENTO	U.S.A. INVOICE	DATE	TRAILER	TOTAL PESOS	TOTAL DOLLARS
5002112	37574 CONSOLIDADO	10/5/2005		\$ 64,403.24	\$ 10.85 \$ 5,937.15
SUB-TOTAL				\$ 64,403.24	\$ 5,937.15

EXPORTACIONES

\$ - 0 \$ -

SUB-TOTAL

TOTAL \$ 64,403.24 \$ 5,937.15

OFG 00020